AGREEMENT BETWEEN THE CITY OF ELGIN AND ELGIN PARKS AND RECREATION DISTRICT

This SERVICES AGREEMENT (this "Agreement"), dated as August 8th , 2017 between the City of Elgin (the "City") with a principal place of business at 180 N. ,8th Ave., Elgin, Oregon, and ELGIN PARKS AND RECREATION DISTRICT (the "District"), with a principal place of business at 260 North 10th Street, Elgin, Oregon.

RECITAL

The City and the District desire to have the City to provide all personnel services for the District under the terms and conditions set forth in this Agreement.

AGREEMENT

The parties agree as follows:

SECTION 1. SERVICES

I.a The City will take over all personnel services for the District to include providing all employees to the District. The City will be in charge of all aspects of employment of employees, including but not limited to, recruitment, advertising and hiring, and District will contract out employees with the City.

I.b The City and District will equally divide the cost of salary for the positions of Supervisor of Parks and Recreation and Head of Maintenance. The position of Supervisor of Parks and Recreation and Head of Maintenance are more fully defined in the Job Descriptions attached hereto and by reference incorporated hererin. The City will pay all other Employees and be reimbursed by the District for all associated payroll costs, PERS, HSA, and health insurance for all Employees

I.c The City and District will set up a joint committee, consisting of two members of City Council and two members of the District board to periodically review this agreement and performance of all parties under its terms.

SECTION 2. TERM

This Agreement is effective on August 8th, 2017, and will continue in effect for three (3) years. This contract can be renewed on a yearly basis upon the agreement of both parties. Termination may occur at any time, with 60 days' notice, with or without cause.

SECTION 3. ASSURANCES

The City will do all things reasonably required in a prompt and timely manner to enable the District to provide its services and to otherwise perform its obligations pursuant to this Agreement.

SECTION 4. ASSIGNMENT OF RIGHTS

The District may not assign or delegate any of its rights or obligations under this Agreement to any person without the prior written consent of the City, which the City may withhold in its sole discretion.

SECTION 5. AUTHORITY TO BIND CITY

The District and the City agree that the District has no authority to bind the City as its agent, except as expressly agreed to by the parties in a separate written agreement. The District will not make any representations, or take any actions, that would create the impression that it has authority to bind the City.

SECTION 6. LIMITATIONS OF LIABILITY

The District agrees to indemnify the City against all liability or loss, and against all claims or actions based on or arising out of damage or injury to persons or property caused by or sustained in connection with the District's operation of the Elgin Community Center or by conditions created thereby, or based on any violation of any statute, ordinance, or regulation, and agrees to indemnify the City against the cost of defending any such claims or actions. The City agrees to indemnify the District against all liability in connection with, and will assume full responsibility for, payment of all federal, state, and local taxes and contributions or premium charges required under workers' compensation, unemployment insurance, Social Security, and income tax laws with respect to the Employees.

SECTION 7. REPRESENTATIONS AND WARRANTIES

The District represents and warrants to the City that there are no laws, Agreements, or any other contractual obligation to which the District is subject that prevents the District from entering into this Agreement or from performing fully the District's services under this Agreement.

SECTION 8. INSURANCE

The District shall provide to City, within 30 days of signing this agreement, proof of insurance, including the declaration sheet, showing the District is adequately insured. The City has the sole discretion to determine whether District is adequately insured. The City will provide District with proof of insurance within 30 days from receiving the request.

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SECTION 9. MISCELLANEOUS

1. Waiver must be in Writing. The failure of either party to this contract to insist on the full performance of any of its provisions by the other party to this contract shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in a writing signed by him that he is waiving such performance. The waiver of any breach under this contract by either party, unless

otherwise expressly declared in writing, shall not be a continuing waiver or a waiver of any subsequent breach of the same or another provision of this contract.

2. Sole and Only Agreement.

This instrument constitutes the sole and only agreement between the parties hereto respecting said crops. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth in this contract are of no force and effect. This contract may not be amended, modified, or added to except by a writing duly signed by both parties to this contract.

3. Time of Essence.

Time is expressly declared to be the essence of the contract.

4. Notices.

Except as otherwise expressly provided in this contract or by law, any and all notices and other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto, by the other party to this contract shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered to the party to whom it is addressed or any managing agent or employee of such party, or in lieu of such personal delivery, when deposited in the United States mail, certified, postage prepaid, addressed to the party to whom it is directed at the address set forth for such party herein or as such party may designate in writing from time to time.

5. Equitable Remedies.

In the event of any breach or threatened breach of this contract by Grower, Processor shall be entitled to an injunction to prevent damage and to a decree of specific performance, it being mutually understood that damages arising out of such breach would be difficult of ascertainment and inadequate.

6. Governing Law.

Any claims or litigation filed herein shall be governed by the laws of the State of Oregon and shall be filed and litigated in Union County Circuit Court for the State of Oregon in La Grande, Oregon.

SECTION 10. ATTORNEYS FEES

If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party may recover its reasonable attorney's fees. The parties enter into this Agreement as of the date first written above.

ELGIN PARKS AND RECREATION DISTRICT

CITY OF ELGIN